


11-17-2000

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 11-8-00

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation **Association**

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002178 FRAME: 0995

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Shearman & Sterling

Address (line 1) 599 Lexington Avenue

Address (line 2) New York, NY 10022

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212 848 4000

Name Alexander M. Kim

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			2,263,942		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0324

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim

11/6/00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 2 day of ~~September~~^{OCTOBER}, 2000 by and between CAE Ultrasonics, Inc., a corporation organized under the laws of New York ("CAE"), and The Grease Monkey LC, a limited liability company formed under the laws of the State of Utah ("Assignor").

Recitals

WHEREAS, Assignor owns all right, title and interest in and to the mark "The Grease Monkey," including related designs and variations thereof, registered with the United States Patent and Trademark Office, Registration No. 2,263,942 (the "Trademark");

WHEREAS, Marty Ehman, an individual ("Ehman"), is the controlling principal of the Assignor;

WHEREAS, CAE and Ehman entered into an employment contract, dated April 12, 1999 (the "Contract"), pursuant to which CAE hired Ehman to perform certain services for CAE in return for the consideration stated in the Contract, including a promise by Ehman to assign to CAE all right, title and interest in and to the Trademark; and

WHEREAS, Assignor, under the direction of Ehman, who wishes to fulfill his obligations under the Contract, hereby agrees to assign to CAE all of Assignor's right, title and interest in and to the Trademark, together with the associated goodwill symbolized thereby, on the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the promises and covenants set forth in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers to CAE, its successors and assigns, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, and all rights to sue for and to obtain relief against any past, present and future infringement, dilution or violation thereof.
2. Encumbrance. CAE acknowledges that the use of the Trademark is subject to certain limitation under a certain agreement, dated December 23, 1998, by and among Assignor, NuTech Inc. and Global Sonics, L.L.C. (collectively, the "Ehman Entities") and Grease Monkey International, Inc. (the "GMI Agreement").
3. Representations and Warranties. Assignor hereby represents and warrants that (i) it has not assigned any right, title or interest in or to the Trademark to any third party, (ii) all right, title and interest in the Trademark is owned Assignor, (iii) Assignor

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has the full power and authority to enter into this Assignment and to make the assignment granted hereunder, (iv) upon execution of this Assignment, CAE will have good and marketable right, title and interest in and to the Trademark, (v) Assignor's execution, delivery of, and performance under this Assignment do not conflict with the terms of any agreement with any third party, and (vi) the Trademark is not subject to any liens, security interest or other encumbrances other than the GMI Agreement.

4. Indemnification. Assignor shall indemnify and hold harmless CAE, and its directors, officers, employees, agents, and assigns against any and all damages, losses, claims, liabilities, obligations, commitments, costs or expenses, including reasonable attorneys' fees and costs, incurred by CAE arising out of or related to any breach by Assignor of its representations, warranties, or covenants under this Assignment, and arising out of or related to any obligations of the Ehman Entities under the GMI Agreement.

5. Further Assurances. Assignor shall, upon the request of CAE, furnish CAE with such necessary information and reasonable assistance as CAE may reasonably request, including the execution of any required documents, in connection with perfecting CAE's ownership interest in and to the Trademark.

6. General Provisions.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

(b) This Assignment embodies the entire understanding of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(c) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

ME

IN WITNESS WHEREOF, the parties, by their authorized representatives,
have caused this Assignment to be executed as of the date first written above.

THE GREASE MONKEY LC

CAE ULTRASONICS, INC.

By: Martin D. Ehman
Name: MARTIN D. EHMAN
Title: PRESIDENT

By: Geoffrey Bond
Name: GEOFFREY BOND
Title: PRESIDENT.